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4 Attorneys for Plaintiff
CAROLYN MARTIN

5 UNITED STATES DISTRICT COURT
6
7 NORTHERN DISTRICT OF CALIFORNIA

8 CAROLYN MARTIN

CASE NO. C10-05195 JSW
Civil Rights

9 Plaintiff,

10 V.

11 KOHL'S DEPARTMENT STORES,
12 INC; HARSCH INVESTMENT
REALTY LLC, SERIES C;
13 JAMESTOWN HARSCH
ALAMEDA TOWNE CENTRE,
LP, a Delaware Limited Partnership,
and DOES 1-25, Inclusive,

14 Defendants.
15 _____/

**STIPULATION AND ORDER
FOR DISMISSAL OF THE
DAMAGES AND ATTORNEY'S
FEES, LITIGATION EXPENSES,
AND COSTS ASPECT, AND ALL
OTHER REMAINING ASPECTS,
OF THE LAWSUIT AGAINST
DEFENDANT KOHL'S
DEPARTMENT STORES, INC.**

FRCP section 41

1 Plaintiff CAROLYN MARTIN and Defendant KOHL'S
2 DEPARTMENT STORES, INC., by and through their attorneys of record, enter
3 into this "STIPULATION AND ORDER FOR DISMISSAL OF THE
4 DAMAGES AND ATTORNEY'S FEES, LITIGATION EXPENSES, AND
5 COSTS ASPECT, AND ALL OTHER REMAINING ASPECTS, OF THE
6 LAWSUIT AGAINST DEFENDANT KOHL'S DEPARTMENT STORES,
7 INC." pursuant to Federal Rule of Civil Procedure section 41.

8 Plaintiff filed this lawsuit on November 16, 2010.

9 Plaintiff and Defendant hereto have entered into a "Mutual Release And
10 Settlement Agreement For Damages And Attorney's Fees, Litigation Expenses,
11 And Costs " which settles the damages and attorney's fees, litigation expenses,
12 and costs aspect, and all other remaining aspects, of the lawsuit against
13 Defendant KOHL'S DEPARTMENT STORES, INC. A copy of the "Mutual
14 Release And Settlement Agreement For Damages And Attorney's Fees,
15 Litigation Expenses, And Costs " is incorporated by reference herein as if set
16 forth in full. The Mutual Release And Settlement Agreement For Damages And
17 Attorney's Fees, Litigation Expenses, And Costs" states in part that "The court
18 shall retain jurisdiction to enforce this Settlement Agreement...". Plaintiff and
19 Defendant hereto stipulate to the court retaining jurisdiction to enforce the
20 "Mutual Release And Settlement Agreement For Damages And Attorney's Fees,
21 Litigation Expenses, And Costs."

22 Plaintiff moves to dismiss with prejudice the damages and attorney's fees,
23 litigation expenses, and costs aspect, and all other remaining aspects, of the
24 lawsuit against Defendant KOHL'S DEPARTMENT STORES, INC.

25 Defendant KOHL'S DEPARTMENT STORES, INC., who has answered
26 the complaint, agrees to the dismissal with prejudice of the damages and
27 attorney's fees, litigation expenses, and costs aspect, and all other remaining
28

1 aspects, of the lawsuit as to it.

2 This case is not a class action, and no receiver has been appointed.

3 This Stipulation and Order may be signed in counterparts, and facsimile or
4 electronically transmitted signatures shall be as valid and as binding as original
5 signatures.

6 Wherefore, Plaintiff CAROLYN MARTIN and Defendant KOHL'S
7 DEPARTMENT STORES, INC, by and through their attorneys of record, so
8 stipulate.

9 Date: 5/14/13

SIDNEY J. COHEN
PROFESSIONAL CORPORATION

10 /s Sidney J. Cohen

11 _____
12 Sidney J. Cohen
13 Attorney for Plaintiff
Carolyn Martin

14 Date: May14, 2013

K & L GATES LLP

15 /s/ Timothy L. Pierce

16 _____
17 Timothy L. Pierce
18 Attorney for Defendant
Kohl's Department Stores, Inc.

18 PURSUANT TO STIPULATION OF THE PARTIES, IT IS SO ORDERED:

19 The damages and attorney's fees, litigation expenses, and costs aspect,
20 and all other remaining aspects, of the lawsuit as against Defendant KOHL'S
21 DEPARTMENT STORES, INC. is dismissed with prejudice. The Court shall
22 retain jurisdiction to enforce the "Mutual Release And Settlement For Damages
23 And Attorney's Fees, Litigation Expenses, And Costs " between Plaintiff and
24 Defendant KOHL'S DEPARTMENT STORES, INC

25 Date: May 20, 2013

26 
27 Jeffrey S. White
28 United States District Judge